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12 SAN BERNARDINO

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 THE ESTATE OF ALBERT PARK, by
16 and through successor in interest and
17 personal representative JILL
18 CHRISTINA GILES; and JILL
19 CHRISTINA GILES, an individual,

20 Plaintiffs,

21 v.

22 COUNTY OF SAN BERNARDINO, a
23 public entity; and DOES 1-40,
24 inclusive,

25 Defendants.

Case No. 5:25-cv-00941-CV (SHK)

**STIPULATED PROTECTIVE
ORDER RE CONFIDENTIAL
DOCUMENTS**

26 **1. A. PURPOSES AND LIMITATIONS**

27 Discovery in this action is likely to involve production of confidential,
28 proprietary, or private information for which special protection from public disclosure
and from use for any purpose other than prosecuting this litigation may be warranted.
Accordingly, the parties hereby stipulate to and petition the Court to enter the
following Stipulated Protective Order. The parties acknowledge that this Order does
not confer blanket protections on all disclosures or responses to discovery and that
the protection it affords from public disclosure and use extends only to the limited
information or items that are entitled to confidential treatment under the applicable

1 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
2 that this Stipulated Protective Order does not entitle them to file confidential
3 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
4 followed and the standards that will be applied when a party seeks permission from
5 the court to file material under seal.

6 **B. GOOD CAUSE STATEMENT**

7 This action is likely to involve medical records, sensitive and confidential
8 documents related to a death, documents containing private information from third
9 parties, police investigation procedures and tactics, and other confidential and private
10 information for which special protection from public disclosure and from use for any
11 purpose other than prosecution of this action is warranted. Such confidential and
12 proprietary materials and information consist of, among other things, confidential
13 personal information of non-parties, private medical and autopsy records, internal
14 police reviews and procedures, and other confidential and sensitive information
15 otherwise generally unavailable to the public, or which may be privileged or otherwise
16 protected from disclosure under state or federal statutes, court rules, case decisions,
17 or common law. Defendants contend that there is good cause for a protective order to
18 maintain the confidentiality of peace officer personnel records. They emphasize that
19 releasing these records, which include internal analyses and legal communications,
20 could hinder law enforcement investigations.

21 Accordingly, to expedite the flow of information, to facilitate the prompt
22 resolution of disputes over confidentiality of discovery materials, to adequately
23 protect information the parties are entitled to keep confidential, to ensure that the
24 parties are permitted reasonable necessary uses of such material in preparation for and
25 in the conduct of trial, to address their handling at the end of the litigation, and serve
26 the ends of justice, a protective order for such information is justified in this matter.
27 It is the intent of the parties that information will not be designated as confidential for
28 tactical reasons and that nothing be so designated without a good faith belief that it

1 has been maintained in a confidential, non-public manner, and there is good cause
2 why it should not be part of the public record of this case.

3 **2. DEFINITIONS**

4 2.1 Action: this pending federal law suit.

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
6 information or items under this Order.

7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
8 it is generated, stored or maintained) or tangible things that qualify for protection
9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
10 Cause Statement.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless of
17 the medium or manner in which it is generated, stored, or maintained (including,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.

28 2.10 Outside Counsel of Record: attorneys who are not employees of a party to

1 this Action but are retained to represent or advise a party to this Action and have
2 appeared in this Action on behalf of that party or are affiliated with a law firm which
3 has appeared on behalf of that party, and includes support staff.

4 2.11 Party: any party to this Action, including all of its officers, directors,
5 employees, consultants, retained experts, and Outside Counsel of Record (and their
6 support staffs).

7 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
8 Discovery Material in this Action.

9 2.13 Professional Vendors: persons or entities that provide litigation support
10 services (e.g., photocopying, videotaping, translating, preparing exhibits or
11 demonstrations, and organizing, storing, or retrieving data in any form or medium)
12 and their employees and subcontractors.

13 2.14 Protected Material: any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL.”

15 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
16 from a Producing Party.

17 **3. SCOPE**

18 The protections conferred by this Stipulation and Order cover not only
19 Protected Material (as defined above), but also (1) any information copied or
20 extracted from Protected Material; (2) all copies, excerpts,
21 summaries, or compilations of Protected Material; and (3) any testimony,
22 conversations, or presentations by Parties or their Counsel that might reveal
23 Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 **4. DURATION**

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
3 or without prejudice; and (2) final judgment herein after the completion and
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
5 including the time limits for filing any motions or applications for extension of time
6 pursuant to applicable law.

7 **5. DESIGNATION OF PROTECTED MATERIAL**

8 5.1. Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or non-party that designates information or items for protection
10 under this Stipulation and its associated Order must take care to limit any such
11 designation to specific material that qualifies under the appropriate standards. A
12 Designating Party must take care to designate for protection only those parts of
13 material, documents, items, or oral or written communications that qualify – so that
14 other portions of the material, documents, items or communications for which
15 protection is not warranted are not swept unjustifiably within the ambit of this Order.

16 Mass, indiscriminate, or routine designations are prohibited. Designations that
17 are shown to be clearly unjustified, or that have been made for an improper purpose
18 (e.g., to unnecessarily encumber or retard the case development process, or to impose
19 unnecessary expenses and burdens on other parties), expose the Designating Party to
20 sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2. Manner and Timing of Designations. Except as otherwise provided in
25 this Order, or as otherwise stipulated or ordered, material that qualifies for protection
26 under this Order must be clearly so designated before the material is disclosed or
27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (apart from transcripts of
2 depositions or other pretrial or trial proceedings, and regardless of whether produced
3 in hardcopy or electronic form), that the Producing Party affix the legend
4 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
5 or portions of the material on a page qualifies for protection, the Producing Party also
6 must clearly identify the protected portion(s) (e.g., by making appropriate markings
7 in the margins) and must specify, for each portion that it is “CONFIDENTIAL.” The
8 placement of such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the
9 substance of the page’s (or pages’) text or content and shall be in the margin of the
10 document whenever possible.

11 A Party or Non-Party that makes original documents or materials available for
12 inspection need not designate them for protection until after the inspecting Party has
13 indicated which material it would like copied and produced. During the inspection
14 and before the designation, all of the material made available for inspection shall be
15 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
16 it wants copied and produced, the Producing Party must determine which documents,
17 or portions thereof, qualify for protection under this Order. Then, before producing
18 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
19 legend to each page that contains Protected Material. If only a portion or portions of
20 the material on a page qualifies for protection, the Producing Party also must clearly
21 identify the protected portion(s) (e.g., by making appropriate markings in the
22 margins).

23 (b) for testimony given in depositions that the Designating Party identify the
24 Disclosure or Discovery Material on the record, before the close of the deposition all
25 protected testimony.

26 (c) for information produced in some form other than documentary, and for
27 any other tangible items (including but not limited to information produced on disc or
28 electronic data storage device), that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information or item is stored
2 the legend “CONFIDENTIAL.” If only portions of the information or item warrant
3 protection, the Producing Party, to the extent practicable, shall identify the protected
4 portions, specifying the material as “CONFIDENTIAL.”

5 5.3. Inadvertent Failures to Designate. If timely corrected (preferably,
6 though not necessarily, within 30 days of production or disclosure of such material),
7 an inadvertent failure to designate qualified information or items as
8 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to
9 secure protection under this Stipulation and its associated Order for such material.

10 If material is appropriately designated as “CONFIDENTIAL” *after* the material
11 was initially produced, the Receiving Party, on timely notification of the designation,
12 must make reasonable efforts to assure that the material is treated in accordance with
13 this Stipulation and its associated Order.

14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

15 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court's
17 Scheduling Order.

18 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37.1 *et seq.*

20 6.3. The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper purpose
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
23 expose the Challenging Party to sanctions. Unless the Designating Party has waived
24 or withdrawn the confidentiality designation, all parties shall continue to afford the
25 material in question the level of protection to which it is entitled under the Producing
26 Party’s designation until the Court rules on the challenge.

27 **7. ACCESS TO AND USE OF PROTECTED MATERIAL.**

28 7.1. Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a non-party in connection with this case
2 only for preparing, prosecuting, defending, or attempting to settle this litigation – up
3 to and including final disposition of the above-entitled action – and not for any other
4 purpose, including any other litigation or dispute outside the scope of this action.
5 Such Protected Material may be disclosed only to the categories of persons and under
6 the conditions described in this Stipulation and its associated Order. When the above
7 entitled litigation has been terminated, a Receiving Party must comply with the
8 provisions of section 13, below (FINAL DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Stipulation and its Order.

12 7.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the Court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated CONFIDENTIAL
15 only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
17 as employees of said Outside Counsel of Record to whom it is reasonably necessary
18 to disclose the information for this Action;;

19 (b) the officers, directors, and employees (including House Counsel) of
20 the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party, preferably (though not necessarily) by facsimile or electronic mail. Such notification shall include a copy of the subpoena or court order at issue;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulation and its Protective Order. Such notification shall include a copy of this Stipulation and its Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by all sides in any such situation, while adhering to the terms of this Stipulation and

1 its Order.

2 If the Designating Party timely seeks a protective order, the Party served with
3 the subpoena or court order shall not produce any information designated in this action
4 as “CONFIDENTIAL” before a determination by the court from which the subpoena
5 or order issued, unless the Party has obtained the Designating Party’s permission. The
6 Designating Party shall bear the burden and expense of seeking protection in that court
7 of its confidential material – and nothing in these provisions should be construed as
8 authorizing or encouraging a Receiving Party in this action to disobey a lawful
9 directive from another court.

10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a Non-
13 Party in this Action and designated as “CONFIDENTIAL.” Such information
14 produced by Non-Parties in connection with this litigation is protected by the
15 remedies and relief provided by this Order. Nothing in these provisions should be
16 construed as prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
18 produce a Non-Party’s confidential information in its possession, and the Party is
19 subject to an agreement with the Non-Party not to produce the Non-Party’s
20 confidential information, then the Party shall:

- 21 (1) promptly notify in writing the Requesting Party and the Non-Party
22 that some or all of the information requested is subject to a
23 confidentiality agreement with a Non-Party;
- 24 (2) promptly provide the Non-Party with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s),
26 and a reasonably specific description of the information requested;
27 and
- 28 (3) make the information requested available for inspection by the

Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulation and Order, the Receiving Party must immediately:

- (a) notify in writing the Designating Party of the unauthorized disclosures;
- (b) use its best efforts to retrieve all copies of the Protected Material;
- (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and
- (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. Inadvertent Production of Privileged or Otherwise Protected Material.

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court.

3 **12. MISCELLANEOUS**

4 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of this
7 Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
13 only be filed under seal pursuant to a court order authorizing the sealing of the specific
14 Protected Material at issue. If a Party's request to file Protected Material under seal is
15 denied by the court, then the Receiving Party may file the information in the public
16 record unless otherwise instructed by the court.

17 **13. FINAL DISPOSITION.**

18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in this
21 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
24 must submit a written certification to the Producing Party (and, if not the same person
25 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
26 category, where appropriate) all the Protected Material that was returned or
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any

1 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if such
5 materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

8 14. Any violation of this Order may be punished by any and all
9 appropriate measures including, without limitation, contempt proceedings and/or
10 monetary sanctions.

11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12 DATED: June 2, 2025

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

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14
15 By: /s/ Kayleigh A. Andersen
16 Kayleigh Andersen
17 Attorneys for Defendants, COUNTY OF
18 SAN BERNARDINO and CITY OF
VICTORVILLE

19 DATED: June 2, 2025

GAMMILL LAW

20
21 By: /s/ David Gammill
22 David Gammill
23 Attorneys for Plaintiffs
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of **The Estate of Albert Park, et al. v. County of San Bernardino, et al., Case No. 5:25-cv-00941-CV (SHK)**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

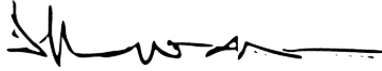
City and State where sworn and signed: _____

Printed name: _____

Signature: _____

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: 06/06/2025

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7 HON. SHASHI H. KEWALRAMANI
8 United States Magistrate Judge
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